



## Indian-Non Judicial Stamp Haryana Government



Date: 15/04/2021

K0O2021043

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Stamp Duty Paid: ₹477000

Penalty:

Seller / First Party Detail

Pandit harmam developers pvt l

Sector/Ward: 23

LandMark: School basti

State: Haryana

City/Village: Pindare  District: Jind

Others: Karambir dharambi

Buyer / Second Party Detail



H No/Floor: 157a

Sector/Ward: 23

LandMark: School basti

City/Village:

District: Jind

State: an rammehar baljeet bishambir gayani ramniwa

ravikant gaur amit gaur

Purpose: AGREEMMENT BITWAN PANDIT HARNAME DEVELOPERS PRIVATE LIMTED AND OWNERS

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## COLLABORATION AGREEMENT/ MEMORANDUM OF UNDERSTANDING

THIS COLLABORATION AGREEMENT/ MEMORANDUM OF UNDERSTANDING

is executed at JIND on this day 16 of April 2021.

BETWEEN

M/S PANDIT HARNAM DEVELOPER PVT. LTD., (CIN No. U70109HR2021PTC093902)

REGD. OFFICE House No. 157A/23 School Basti Pindara JIND(126102)

AUTHORISED SIGNATORY- KARAMVIR & DHARMVIR (DIRECTOR)-DEVELOPER-1<sup>ST</sup> PARTY

AND

MAHABIR (Aadhar No. 720852055028 ) S/O SH TIKARAM, RISHI RAM (Aadhar No.289224568976) RAMMEHER (Aadhar No.973438691120)/ SHREEBHAGWAN GAUR (Aadhar No.683185044047) S/O SH. RAMSWROOP , BISHAMBER DUTT (Aadhar No.293956449397) / GYANI (Aadhar No.272890364766)/ BALJIT No.665476271608) S/O SH. RAMDUTT , RAMNIWAS (Aadhar No.519098247963) S/O SH SATNARAIN, RAVIKANT GAUR (Aadhar No.717814065127) S/O SH SUBHASH CHAND, AMIT GAUR (Aadhar No.666299790768)S/O SH SHRIRAM R/O PINDARI(PANDU PINDARA) DISTRICT JIND, LAND OWNER 2ND PARTY





प्रलेख न:318

दिनांक:16-04-2021

डीड सबंधी विवरण

डीड का नाम

COLLABORATION

**AGREEMENT** 

तहसील/सब-तहसील जींद

गांव/शहर

ीन्डारा

## धन सबंधी विवरण

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Drafted By: SUBE SINGH DHILLON ADV

Service Charge:0

यह प्रलेख आज दिनाक 16-04-2021 दिन शुक्रवार समय 5:16:00 PM बजे श्री/श्रीमती /कुमारी

बिश्म्भरदत्त पुत्र रामदत्त जाली पुत्र रामदत्त ब्हाजीत पुत्र रामदत्त रामनिवास पुत्र सतनारायण रविकान्त गौड पुत्र सुभाष चन्द्र अमितगोड पुत्र श्रीराम महाजीर पुत्र दिकाराम रिषिराम पुत्र रामसरुप रामसरुप पुत्र रामसरुप श्रीभगवान पुत्र रामसरुप निवास पिंडारा द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

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उप/सयुंक्त पंजीयन अधिकारी (जींद )

हस्ताक्षर प्रस्तुतकर्ता

विश्म्भरदत्त जानी बलजीत एक नेवास रविकान्त गाँड अमितगोझ महाबीर रिषिराम राममेहर श्रीभगवान

उपरोक्त पेशकर्ता व श्री/श्रीमती विकास के विकास के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्पीक्ष किया |दोनी पक्षों की पहचान श्री/श्रीमती /कुमारीमहासिंह नम्बरदार पिता --- निवासी पिंडारा व श्री/श्रीमती /कमारी जवनीप विकास कर्मश्रीर

निवासी पिंडारा ने की

साक्षी नं:1 को हम नम्बरदार कि विवस्ता के हर में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है |



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Whereas the OWNER is in sole possession of land in the Revenue Estate of PINDARI(PANDU PINDARA) DISTRICT JIND

AND WHEREAS the OWNER contemplate to develop the Said Land by the way of Plotted Residential Colony thereon after obtaining the requisite license/permission to change of land use from the concerned authorities and getting the Layout plans sanctioned approved from the competent Authority i.e. DGTCP, Haryana under "Deen Dayal Jan Awas Yojna" of Haryana Govt.

AND WHEREAS THE OWNER is not fully equipped to execute and complete the work of development of Plotted Residential Colony and have requested the DEVELOPER who has assured the OWNER to arrange financial, technical resources including obtaining of all sanctions required for establishment of a Plotted Residential colony upon the said land.

AND WHEREAS the DEVELOPER has agreed to undertake the development of the said Plotted Residential colony/commercial/Group Housing Project on the said land on the terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESS and is hereby agreed, declared, covenanted and recorded by and between the parties as under:-

- "That the subject matter of this collaboration between the OWNER and the
  DEVELOPER is the said land fully described in the SCHEDULE OF LAND, situated at
  Village. Pindari Distt. Jind, Haryana, for utilizing the same for development of a
  Plotted Residential Colony/ commercial/Group Housing Project thereon.
- That the DEVELOPER undertake to develop the said land at its own cost and expenses and with own resources by procuring/obtaining the requisite licenses, permissions, sanctions and approvals of all competent authorities. The owner agree in accordance with the terms and conditions herein recorded, to place at the complete disposal of the DEVELOPER, the said land and no irrevocably vest in the DEVELOPER all the authority of the OWNER as may be required in the discretion of the DEVELOPER for obtaining REQUISITE LICENSE, PERSMISSONS, SANCTIONS AND APPROVALS FOR DEVELOPMENT ON THE SAID land. All expensed involved in and for obtaining licenses, tax clearances permissions or sanctions from the concerned authorities shall be incurred and paid by the DEVELOPER.
- That the layout plans for the said Plotted Residential Colony/commercial/Group
  Housing project shall be in accordance and in conformity with the Zonal plan and
  the Rules and Bye-laws of the Town & Country Planning Department, Haryana
  and for such other Authority as may be prescribed therefore to the said land.
  - That The developer company i.e. M/s PANDIT HARNAM DEVELOPER PRIVATE LIMITED shall be responsible for compliance of all terms and conditions of license/provision of the Haryana Development and Regulation of Urban Areas Act,1976 till granted of final completion certificate to the colony or relieved of the responsibility by the DGTCP, Haryana whichever is earlier.
  - ii. The said agreement shall also contain a clause to the effect that such agreement shall be irrevocable and no modification/alternation etc. in the terms and conditions of such agreement can be undertaken, expect after obtaining prior approval of the DGTCP, Haryana.
  - iii. In continuing of this agreement we are hereby submitting below mention.

The developer company i.e. M/s PANDIT HARNAM DEVELOPER (P) Ltd. shall be responsible for completion of all terms and conditions of license/provision of the Haryana Development and Regulation of Urban Areas Act, 1976 till granted of final completion certificate to the colony or relieved of the responsibility by the

DGTCP, Harvana whichever is earlier.

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- The said agreement shall also contain a clause to the effect that such agreement shall be irrevocable and no modification/alternation etc. in the terms and conditions of such agreement can be undertaken, expect after obtaining prior approval of the DGTCP, Haryana.
- That the DEVELOPER shall at the earliest possible time proceed to have the layout plan prepared for the proposed plotted Residential colony/commercial/Group Housing project and get them approved/sanctioned from the competent authority(s). For this purpose the DEVELPPER undertakes to engage and employ reputed Architect or Architects at its own cost, expense and responsibility. The DEVELOPER shall for and on behalf of and in the name of OWNER apply to the Director, Town & country Planning, Haryana and/or such other authorities as may be concerned in the matter for obtaining the requisite licenses, permissions, sanctions and approvals for development on the said land in accordance with applicable Zonal plans subsequent to execution of this Agreement. However, the DEVELOPER shall be entitled to make such variations in the design of plans as may be required or considered by the DEVELOPER desirable or necessary.
- That the entire amount required for the cost of development of the said Plotted Residential/Commercial/Group Housing Project including the charges and fees of the Architect(s) preparations of plans as also all other statutory fees and incidental charges including scrutiny fees, license fees, conversion charges, service charges internal/external development charges, electricity and water security charges, bank guarantee, any type of renewal charges, payable now or in future to the Government and or any other authority for the provision of peripheral or concerned Authority, shall be wholly to the account of the DEVELOPER. The Project to be developed by the developer shall be of standard specification and material employed and facilities provided shall be comparable to those used, employed or provided in any other project in the vicinity.
- That the owner has delivered and handed over the actual, physical vacant possession of the entire said land to the Developer on signing of the MOU.
- That it is agreed between the parties that the possession of the said property once delivered /handed over to the Developer for the purpose of the above mentioned Project shall not be disturbed and they shall not be dispossessed till the completion of development of plotted Residential colony/Commercial/ Group Housing project.
- That this MOU vests a right in the DEVELOPER to develop the said land into the project in accordance with the terms of this MOU and to own as property belonging to the DEVELOPER or dispose of the whole of its share of the said Project as provided herein and it has been mutually agreed that out of the developed Residential plotted area only the OWNERS shall be allocated by the DEVELOPER, their share in the project at the mutually agreed by and between the parties hereto at the time of sale of the developed area and the DEVELOPER shall be entitled to the entire remaining area of the Project, as its share of Allocation in the Project.
- That it is agreed 1200 Square Yard per acre of developed land will belong to the OWNERS and rest to the DEVELOPERS.
- The parties further agree and undertake to keep the other party harmless and indemnified against all claims and demand.
- That rates, cesses and taxes due and payable in respect of the said land upto the date of this MOU shall be exclusive liability of the OWNER and thereafter the liability in this behalf shall be of the Developer.
- That the OWNER covenants with the DEVELOPER that the owner shall supply and provide all documentary evidence as may be required to be submitted to the Town & Country Planning Department, Haryana and/or such other Authority concerned with the matter and further that the OWNER shall also within a week of receipt of any request from the DEVELOPER, Sign and execute such other documents, applications, affidavits, undertaking as may be necessary for approval, development, and completion of the project and for giving effect to the terms of this MOU. However no documents shall be signed and executed by the OWNER, which will adversely affect his ownership rights in the said land.
- That the DEVELOPER shall be solely responsible and liable for payment of all dues to its workers, employees and statutory compliance of labour law, rules and regulations as are, in force or introduced from time to time with respect to the

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employment of personnel, payment of wages, compensation, welfare etc., and/ or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during construction shall be settled and cleared by the DEVELOPER and no liability on this account shall fall on the OWNER.

- That the DEVELOPER shall be entitled to the refund of all fees, security deposits, and other deposits of whatsoever nature deposited by the DEVELOPER with various statutory authorities for seeking various approvals etc. for the said project. The OWNER Undertakes that within two days of the receipt of any such refund referred to hereinabove, it shall pass on the same to the DEVELOPERS.
- That the OWNER has declared and represented to the DEVELOPER that the said land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy unauthorized occupation, claims and litigations whatsoever, OWNER shall keep the said property free from all encumbrances and the OWNER undertakes not to create any third party interest in the said land which is the subject matter of this MOU till the duration and full implementation of the MOU in all respects and the DEVELOPER has entered into this MOU relying /acting upon these declarations and representations/undertaking of the OWNER.
- That if there by any claim, demand, tax litigations of any nature whatsoever against the OWNER, then it is condition of this MOU that the work of development of the said Project and/ or any other matter incidental to this MOU shall not any time or during development, or after the completion or on handing over possession to the intending purchasers, be stopped, prevented, obstructed or delayed in any manner.
- That upon asking of the Developer the Owner undertakes to execute all documents of assurances that may be necessary to be given for the project at the cost and expenses of the said Developer/Nominee.
- That the OWNER shall not interfere with or obstruct in any manner with the execution and completion of the work of development, marketing and sale of the developer's allocation of areas.
- That on execution of this MOU the DEVELOPER shall be entitled to enter upon the said land, survey the same, prepare the layout was and service plans and development scheme for submission to the Town and Country Planning Department, Haryana and/or such other Authorities as may be concerned in the matter for releasing of land and granting of requisite licenses, permissions, sanctions and approvals for development.
- That this MOU is not and shall not however, be deemed to be constructed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.
- That the parties hereto have agreed and undertaken to perform their part of MOU with due diligence and mutual cooperation, keeping in view the interest of each other and execute and to do all other acts, deeds, matters and thing whatsoever as may be necessary for implementing or giving effects to the terms of this MOU.
- That the OWNER shall not assign, transfer, charge or encumber his/their/rights and benefits under this MOU to any person in any manner without the prior written approval of the DEVELOPER.
- That in pursuance of the due performance of the obligations and parties hereto duly performing and observing all the covenants herein contained, this MOU shall not be revoked or cancelled and shall be binding on both the parties and their successors, administrators, liquidators and assigns.
- That the failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to force each provision.
- That if any provision of this MOU shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so for as reasonably inconsistent with the purpose of this





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MOU and to the extent necessary to confirm to applicable Law and remaining provisions of this MOU shall remain valid and enforceable in accordance with their terms.

- This Memorandum of Understanding has been executed for taking license from the Govt. for development of a Project as mentioned above. The Parties hereto shall abide by the conditions as per terms of this memorandum of Understanding agreed by and between them. That Owner will sign all the documents for the transfer license in favour of the Developer as & when required by the Developer.
- That if DEVELOPER shall mortgage the property of OWNER. In favour of Bank/Financial institution OWNER has no objection for the same

## SAHEDULE OF LAND REFERRED TO ABOVE

Sr.No	khasra No/Kila No.	Area K-M	and the second s
1	21//22	1-16	
2	21//23	8-0	
3	22//2	3-0	
4	22/3	8-0	
5	22/8	8-0	and before the control of the contro
6	22//9	5-2	
7	22//12	6-10	
8	22/13/1	2-0	a consideration of the conside
	Total Area	42-8	to construct the construction of the construct

Total 42 Kanal 8 Marla= 5.2998 Acres

1<sup>st</sup> party M/S PANDIT HARNAM DEVELOPER PVT. LTD.

**Dharmbir and Karambir Director** 

2<sup>nd</sup> Party 1 MAHABIR (Aadhar No. 720852055028 ) 2. RISHI RAM (Aadhar No.289224568976) 3. RAMMEHER (Aadhar No.973438691120) 4. SHREEBHAGWAN (Aadhar No. 683185044047) 5. BISHAMBER DUTT (Aadhar No.293956449397) 6. GYANI (Aadhar No.272890364766) 7 BALIIT (Aadhar No.665476271608) 8. RAMNIWAS (Aadhar No.519098247963) 9. RAVIKANT GAUR (Aadhar No. 717814065127) 10. AMIT GAUR

(Aadhar No. 666299790768)

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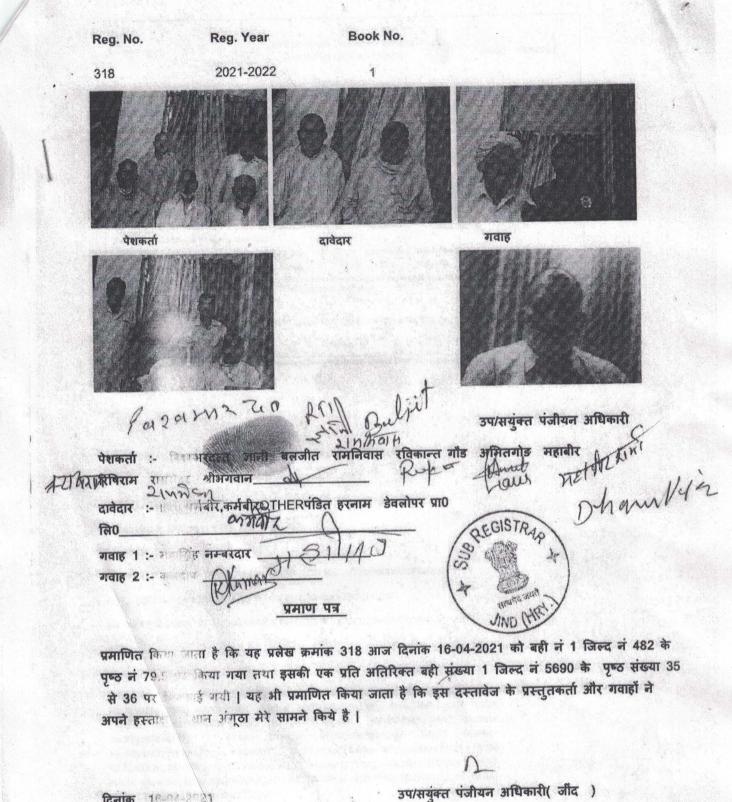
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